

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:

Case No.: 23-60507

The Roman Catholic Diocese of Ogdensburg, New York,
Debtor.

Chapter 11

The Roman Catholic Diocese of Ogdensburg, New York, Immaculate Heart Central Schools, Seton Academy in Plattsburg, St. Cecilia's Church of Adams, New York, St. Cyril Church of Alexandria Bay (The Catholic Community of Alexandria), Church of the Holy Angels of Altona, N.Y., Church of the Holy Name of Au Sable Forks (Catholic Community of Holy Name and St. Matthew's), St. Paul's Church of Black River, St. Mary's and St. Paul's Parish (Blue Mountain Lake and Indian Lake), St. Patrick's Church of Brasher Falls, Immaculate Conception Church of Brownville (The Roman Catholic Community of Brownville and Dexter), St. Mary's Church of Brushton, N.Y., St. James Church of Cadyville, N.Y., The Roman Catholic Church of St. Mary in Canton, New York, St. Vincent of Paul Church of Cape Vincent (The Roman Catholic Community of Cape Vincent, Rosiere and Chaumont), Society of St. James Minor Church of Carthage, Church of St. Mary of Champlain, St. Andre Bessette Roman Catholic Parish, Malone, New York, St. Patrick's Church of Chateaugay (Catholic Community of Burke and Chateaugay), Sacred Heart Church of Chazy, N.Y., St. Mary's Church of Clayton, St. Patrick's Church of Colton, N.Y., St. Francis of Assisi Church of Constable (Catholic Community of Constable, Westville and Trout River), St. Mary's Church of Constableville, St. Mary's Church, Copenhagen, New York, St. Stephen's Church, Croghan, New York, Church of the Sacred Heart of Jesus of Crown Point, St. Joseph's Church of Dannemora, Sacred Heart Church of Edwards (n/k/a Saint James Church, of Gouverneur), St. Elizabeth Roman Catholic Church of Elizabethtown, St. Bernard's and St. Edmund's Parish of Ellenburg, St. Joseph's Church of Essex (The Catholic Community of St. Philip of Jesus and St. Joseph), St. Mary's Roman Catholic Church of Evans Mills, New York, St. Mary's of the Fort Church, Fort Covington, N.Y., Church of the Assumption of Gabriels (n/k/a St. Bernard's Church, Saranac Lake), St. Mary's Church of

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Glenfield (Catholic Community of St. Peter and St. Mary and St. Hedwig), St. James Church of Gouverneur, Our Lady of Grace of Hammond (n/k/a Our Lady of Grace Parish), St. Francis Solanus Church of Harrisville, New York, Queen of Heaven Church, Henderson, N.Y., St. Raphael's Church of Heuvelton, Roman Catholic Community Center, Inc. (St. Kateri Hall) of Hogansburg, Church of the Holy Cross of Hopkinton, N.Y., St. Mary's and St. Paul's Parish of Indian Lake, St. Anthony of Padua Parish of Inlet and Raquette Lake, St. Brendan's Roman Catholic Church of Keene, Church of the Immaculate Conception of Keeseville (The Roman Catholic Community of Keeseville), St. Agnes Church of Lake Placid, N.Y., Church of St. James Major of Lake Pleasant, Hamilton County, Ss. Philip & James Church of Lisbon Center, St. Henry's Church of Long Lake, St. Peter's Parish of Lowville (n/k/a Catholic Community of St. Peter and St. Mary and St. Hedwig), St. Bernard's and St. Edmund's Parish (Lyon Mountain and Ellenburg), St. John's Church of Lyons Falls, Church of St. John the Baptist Madrid, Church of All Saints of Mineville (Catholic Community of Moriah), St. Ann's Church of Mooers Forks, St. Alexander's Church of Morrisonville (The Roman Catholic Community of St. Alexander and St. Joseph), St. Therese Church of Newcomb, N.Y., Parish of the Visitation and St. Raymond (Norfolk and Raymondville), St. Augustine Church of North Bangor (The Catholic Community of St. Augustine in North Bangor, N.Y.), St. Andrew's Church, Norwood, St. Mary's Church (now Cathedral) of Ogdensburg, St. Bartholomew's Church of Old Forge, St. Joseph's Church Minerva (Olmstedville), St. Augustine's Church of Peru, N.Y., Holy Cross Parish of Plattsburgh, St. Patrick's Church of Port Henry (The Catholic Community of Moriah), St. Martin's Church, Port Leyden, The Roman Catholic Church of St. Mary of Potsdam, New York, Church of the Assumption, Redford, St. Patrick's Church, Rouses Point, St. Andrew's Church, Sackets Harbor, St. Bernard's Church, Saranac Lake, Our Lady of Lourdes Church, Schroon Lake, N.Y., St. Ann's Church, St. Regis Falls, New York, Roman Catholic Church of St. Hubert in Star Lake, New York, St. Mary's Church, Ticonderoga, N.Y., St. Alphonsus – Holy Name of Jesus Parish of Tupper Lake, St. Mary's Church, Waddington, Church of the Holy Family of Watertown, The Church of Our Lady of Sacred Heart of Watertown, St. Anthony's Church of Watertown, Society of St. Patrick's Church of Watertown, St. Ann's Church of Wells, Hamilton County, St. Joseph's Church West Chazy, N.Y., St. Mary's Nativity Church of West Leyden (Church of the Nativity, B.M.V.), St. Philip Neri Roman

Catholic Church of Westport, N.Y., St. Margaret's Roman
Catholic Church of Wilmington, Catholic Community of St.
Philip of Jesus and St. Joseph of Willsboro, New York,

Plaintiffs,

v.

Certain Underwriters at Lloyd's, London, Certain London
Market Companies, Employers Insurance Company of Wausau
(f/k/a Employers Insurance of Wausau A Mutual Company
f/k/a Employers Mutual Liability Insurance Company of
Wisconsin), Evanston Insurance Company as successor-in-
interest to Associated International Insurance Company,
Granite State Insurance Company, Insurance Company of
North America, International Insurance Company, and
Interstate Fire & Casualty Company,

Defendants.

STIPULATION STAYING FURTHER PROCEEDINGS

This Stipulation is made this 16th day of August, 2023, by and between the Plaintiffs, Roman Catholic Diocese of Ogdensburg, New York (the "Diocese") and the parties set forth in the attached Exhibit "A" (the "Related Entities"), by and through their attorneys at Bond, Schoeneck & King, PLLC and Blank Rome LLP for the Diocese, and at Barclay Damon LLP for the Related Entities, and the undersigned defendants, by and through their counsel.

WHEREAS, on July 17, 2023, the Plaintiffs filed a complaint (the "Complaint") in this adversary proceeding against the above captioned defendants;

WHEREAS, on July 17, 2023, the clerk of this court issued "Summons in an Adversary Proceeding;" which hasn't been served upon the defendants;

WHEREAS, the parties are conducting informal discussions regarding this adversary proceeding and wish to enter into this Stipulation to aid in those informal discussions;

NOW, THEREFORE, and in consideration of the premises and mutual promises and

covenants herein, the undersigned parties hereby stipulate and agree as follows:

1. Stay of Adversary Proceeding. The adversary proceeding will be stayed for a period of 90 days from when the Complaint was filed, July 17, 2023, through October 15, 2023, which stay shall be without prejudice to further extensions. The stay will suspend any and all current deadlines, and the obligation of any party to exercise any time sensitive rights, including, without limitation, the right to: (i) file a motion to withdraw the reference; (ii) contest the jurisdiction of the Bankruptcy Court; (iii) contest whether the adversary proceeding constitutes a core proceeding; (iv) contest the entry of final orders or judgments by the Bankruptcy Court; and (v) demand arbitration or a jury trial.

2. The undersigned defendants do not, by entering into the stipulation, consent to the jurisdiction of, or entry of final orders by, the United States Bankruptcy Court for the Northern District of New York (the “Bankruptcy Court”) and shall not, by their refraining from asking for any form of relief during the pendency of the stay, be deemed to consent to the exercise of jurisdiction of the Bankruptcy Court or thereby waive any rights, arguments, or otherwise available relief.

3. Bankruptcy Court Approval. This Stipulation shall become effective only upon entry of a final Order approving this Stipulation, pursuant to Rule 4001(d)(4) of the Federal Rules of Bankruptcy Procedure, by the Bankruptcy Court.

4. Execution of Stipulation. This Stipulation may be executed in one or more counterparts, all of which together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Stipulation as of the date and year written above.

Dated: August 16, 2023

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Dated: August 16, 2023

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